

**IN THE UNITED STATES DISTRICT COURT
FOR THE
MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

**ORIX FINANCIAL SERVICES, INC., a
New York corporation,**

Plaintiff,

V.

EARNEST CHAPMAN, an individual,

Defendant.

CASE NO. 05-CV-01233-MEF

STATE OF GEORGIA

COUNTY OF COBB

AFFIDAVIT OF YVONNE KALPAKOFF

BEFORE ME, the undersigned notary public, personally appeared Yvonne Kalpakoff, who, after being duly sworn and placed under oath, says as follows:

1. My name is Yvonne Kalpakoff. I am a resident of Cobb County, Georgia and am employed by Orix Financial Services, Inc. I presently hold the title of Senior Vice President. In my capacity as Senior Vice President, I have access to the books and records of Orix Financial Services, Inc., and know how they are kept. Furthermore, I have personal knowledge that the books and records of Orix Financial Services, Inc., are kept in the regular course of business and that it is the regular practice of Orix Financial Services, Inc., to record transactions in its books and records at or about the time of their occurrence.

2. I am giving this affidavit in support of a complaint and motion for prejudgment seizure.

3. Defendant Earnest Chapman signed a document entitled security agreement/conditional sales contract note June 22, 1999, with Tractor & Equipment Company and said document was assigned to ORIX June 22, 1999. ORIX perfected its security interest with a financing statement filed with the Office of the Alabama Secretary of State. A copy of these documents were attached to the complaint.

4. Under the above-referenced conditional sales agreement/contract and security agreement, ORIX holds a valid and perfected security interest in the following equipment (collectively "Equipment"):

LOAN #

Collateral

500-10655 One (1) Komatsu D65E-12 Dozer, S/N J10101

Additional details with respect to this contract/agreement and the Equipment, also the documents evidencing same, are set out in full in the complaint of Orix Financial Services, Inc.

5. The account of Earnest Chapman under the above referenced agreements is now in default and has been in default, as to payment and terms and conditions of the agreement, for approximately thirty-six months.

6. The above-referenced collateral was repossessed pursuant to an order of this Court, January 19, 2006

7. According to the records of Orix Financial Services, Inc., after sale of the collateral, Earnest Chapman owes a deficiency balance of \$120,296.39. In addition, Earnest Chapman owes interest, charges and expenses, and reasonable attorney fees incident to collection activities.

8. Demand has been made to Earnest Chapman for possession of the Equipment.

9. The instant note and security agreement allows for the assessment of attorney fees and costs. Its is my belief that a reasonable attorney fee for this matter is 15%, or \$18,044.46.

Respectfully submitted August 29, 2006

By:

Yvonne Kalpakoff
Yvonne Kalpakoff

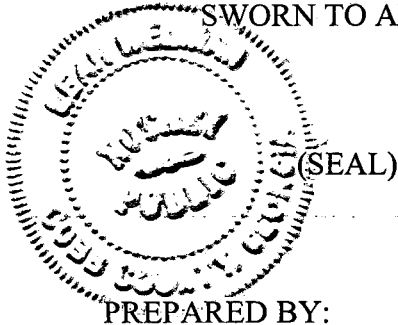
Orix Financial Services, Inc.,

SWORN TO AND SUBSCRIBED before me, this 29th day of August 2006.

JOAN WARMAN
NOTARY PUBLIC

My commission expires:

Notary Public, Cobb County, Georgia
My Commission Expires August 24, 2008



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